


SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)		1. SOLICITATION NO. NNG08247157E	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 06/30/2008	PAGE OF PAGES 1 3
IMPORTANT -- The "offer" section on the reverse must be fully completed by offeror.					
4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO. 4200247157		6. PROJECT NO.	
7. ISSUED BY NASA/Goddard Space Flight Center Wallops Flight Facility Wallops Island VA 23337		CODE GSFC		8. ADDRESS OFFER TO	
9. FOR INFORMATION CALL: 		a. NAME Therese Patterson		b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 757 824-1066	

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date)

THE CONTRACTOR SHALL PROVIDE ALL SERVICES AND MATERIALS NECESSARY FOR WALLOPS ISLAND REPAIR OF STORM DRAIN SYSTEM AT THE GODDARD SPACE FLIGHT CENTER, WALLOPS FLIGHT FACILITY, WALLOPS ISLAND, VA IN A COMPLETE AND SATISFACTORY MANNER AND IN ACCORDANCE WITH SPECIFICATIONS S-247157 DATED MARCH 27, 2008 AND DRAWING NOS. 15144 THROUGH 15171.

A SITE VISIT WILL BE HELD ON JULY 10 at 1:00 p.m. EST. ATTENDANCE BY ALL BIDDERS IN STRONGLY SUGGESTED.

THE ESTIMATED COST OF THE PROPOSED CONSTRUCTION RANGES BETWEEN \$1,000,000.00 AND \$5,000,000.00.

THE NAICS CODE FOR THIS PROCUREMENT IS 562998. THE CORRESPONDING SIZE STANDARD IS \$6,500,000.

NOTE: THREE ORIGINAL SIGNED COPIES OF THE SF1442 (SOLICITATION, OFFER, AND AWARD) SHALL BE SUBMITTED WITH THE BID.

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS SHALL BE REQUIRED
Continued ...

11. The Contractor shall begin performance <u>15</u> calendar days and complete it within <u>270</u> calendar days after receiving <u> </u>	
<input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. The performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See <u> </u> .)	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (If "YES", indicate within how many calendar days after award in Item 12b.)	12b. CALENDAR DAYS <u>15</u>
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
a. Sealed offers in original and <u>2</u> copies to perform the work required are due at the place specified in Item 8 by <u>1430</u> (hour) local time <u>08/05/2008</u> (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
b. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required. 20 PERCENT BID GUARANTEE REQUIRED FOR BIDS EXCEEDING \$25,000.	
c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	
d. Offers providing less than <u>90</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NO. (Include area code)

16. REMITTANCE ADDRESS (Include only if different than item 14.)

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within 90 calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in item 13d. Failure to insert any number means the offeror accepts the minimum in item 13d.)

AMOUNTS

See Exhibit 1

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.

DATE.

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

20b. SIGNATURE

20c. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

Clause G.2

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c) ()☐ 41 U.S.C. 253(c) ()

26. ADMINISTERED BY

CODE

WFF

NASA/Goddard Space Flight Center
Code 210.W
Wallops Flight Facility
Wallops Island VA 23337-5099

27. PAYMENT WILL BE MADE BY

NASA/Goddard Space Flight Center
Cost & Commercial Accounts Department
Code 155
Greenbelt, MD 20771-0003

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT(Contractor is required to sign this document and return 2 copies to issuing office.)

Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations,

☐ 29. AWARD

(Contractor is not required to sign this document.)

Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

31a. NAME OF CONTRACTING OFFICER (Type or print)

Lisa B. Hall

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

31c. DATE

BY

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNG08247157E

PAGE 3 OF 3

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
001	<p>FROM ALL BIDDERS AND SHOULD BE SUBMITTED WITH THEIR BID.</p> <p>IN ACCORDANCE WITH 10 U.S.C.2304(a), THIS INVITATION FOR BIDS IS ISSUED AS A TOTAL SMALL BUSINESS SET ASIDE.</p> <p>Delivery Location Code: WFF NASA/Goddard Space Flight Center Code 210.W, Bldg. E105 Wallops Flight Facility Wallops Island VA 23337-5099 US</p> <p>Repair of Storm Drain Sys</p>				

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SUPPLIES OR SERVICES AND PRICES

B.1 1852.216-78 Firm Fixed Price. (DEC 1988)

The total firm fixed price of this contract is \$TBD.

(End of clause)

B.2 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated

- a. Services and materials necessary for Wallops Island Repair of Storm Drainage System at the Goddard Space Center, Wallops Flight Facility, Wallops Island, VA as required under this fixed price contract.
- b. Original and one copy of 100% Performance Bond or Irrevocable Letter of Credit in accordance with Clause I.18 – Irrevocable Letter of Credit (for all contracts in excess of \$25,000.00) within 15 days after Notice of Award.
- c. Original and one copy of 100% Payment Bond or Irrevocable Letter of Credit in accordance with Clause I.18 – Irrevocable Letter of Credit (for all contracts in excess of \$25,000.00) within 15 days after Notice of Award.
- d. Health and Safety Plan in six copies within 15 days after Notice of Award.
- e. Insurance certificates (two copies) (for prime and all subcontractors) in accordance with Clause H.8--Contractual Documents and 52.228-5--Insurance-Work on a Government Installation (Jan 1997), within 15 days after Notice of Award.
A complete copy of the insurance policy and any riders, within 60 days of the Notice of Award.
- f. Subcontractor's Statements in accordance with Clause H.8--Contractual Documents within 15 days after Notice of Award.
- g. Contractors Daily Reports in accordance with Clause H.10, Special Information and Instructions for Construction, paragraph 4--Contractor's Daily Reports, daily beginning on the first day of performance.
- h. Payrolls (two copies) for prime and all subcontractors in accordance with Clause I.6- 52.222-8 Payrolls and Basic Records (FEB 1988) weekly.

- i. Price breakdown in accordance with Clause H.9—Price Breakdown, within 15 days after Notice of Award.
- j. Six copies of Progress Schedule in accordance with Clause 52.236-15--Schedules for Construction Contracts (APR 1984) within 15 days after Notice to Proceed.
- k. Contractor's Release required before final payment can be made. See Clause 52.232-5--Payments Under Fixed-Price Construction Contracts (SEP 2002).
- l. The Contractor shall furnish all submittals for approval of materials in accordance with construction Specifications S-247157 (Attachment 2).
- m. The Contractor shall submit Material Safety Data Sheets as required in Clause I.14 – 52.223-3 Hazardous Material Identification and Material Safety Data, (Jan 1997) – Alternate 1(July 1995).
- n. The Contractor shall furnish Test Reports per Clause H.7, Quality Control Testing Supplied By the Contractor by close of business on the day of the test.
- o. The Contractor shall furnish PIV reports per Clause H.4, GSFC 52.204 99 Contractor Personnel-Identification, Onsite Reporting and Checkout (APR 2008) on a monthly basis.
- p. Any other reports as mandated by the clauses in this contract, including those mandated by state and federal laws and regulations.

To the extent any other deliverables are required by this contract, but are not specifically referenced under this clause, such requirements shall be considered as included hereunder by reference.

(End of clause)

B.3 52.211-12 Liquidated Damages—Construction. (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$180 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of Clause)

DESCRIPTION/SPECIFICATIONS

C.1 SCOPE OF WORK

The Contractor shall provide all services and materials for Repair of Storm Drainage System at National Aeronautics and Space Administration, Goddard Space Flight Center, Wallops Flight Facility, Wallops Island, Virginia 23337 in a complete and satisfactory manner.

All work is to be performed at the Main Base Wallops Island at Wallops Flight Facility, Wallops Island, VA.

The scope of work for this project shall include, but is not limited to: Earthwork, demolition, sitework, storm water piping removal and installation, concrete work, asphalt paving, and other items defined in the Contract Documents. The work shall be complete. The work to be performed under this contract includes furnishing, as applicable or may be required, all contractor's plant, equipment, safety devices, labor, tools, materials, supplies, and services, and performing all operations necessary for or incidental to a complete project in conformity with the drawings and as set forth in the various sections of NASA Specifications S-247157, dated March 27, 2008 and Drawing Nos. 15144 through 15171 dated April 8, 2008 (28 sheets total) incorporated in Section J as Attachment 2 and 3, respectively.

Base Bid – Consists of selectively removing storm drain and structures, and providing new pipe and structures in the E-Area parking lot and east of the Engineering Building as designated on Drawing Nos. 15151-52, 15157, and 15159-60 dated April 8, 2008. Work includes demolition, earthwork, storm drain pipe and structure construction, paving, and associated work.

Bid Option 1 – Consists of selectively removing storm drain and structures, and providing new pipe and structures in the Project Support Facility parking lot and west of the Engineering Building as designated on NASA Drawing Nos. 15148-50, 15156-59 dated April 8, 2008. Work includes demolition, earthwork, storm drain pipe and structure construction, paving and associated work.

Bid Option 2 – Consists of selectively removing storm drain and structures, and providing new pipe and structures in the F-Area and to Building F-19 and F-7 as designated on NASA Drawing Nos. 15153-54 and 15161-62 dated April 8, 2008. Work includes demolition, earthwork, storm drain pipe and structure construction, paving and associated work.

Bid Option 3 – Consists of extending and connecting rain leaders to an existing 42-inch diameter pipe, resealing joints on a 42-inch diameter pipe, filling approximately 150 linear feet of 36-inch diameter pipe with flowable fill and patching holes as designated on NASA Drawing Nos. 15155 and 15163 dated April 8, 2008. Work includes demolition,

earthwork, storm drain pipe construction, paving and associated work.

Bid Option 4 – Consists of milling top 1-1/2 inch of bituminous paving, applying tack coat, repaving and restriping as designated on NASA Drawing No. 15163 dated April 8, 2008.

(End of clause)

PACKAGING AND MARKING

THERE ARE NO CLAUSES IN THIS SECTION

INSPECTION AND ACCEPTANCE

E.1 52.246-12 Inspection of Construction. (APR 1996)

(a) *Definition.* Work includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not -

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not

unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may -

(1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or

(2) Terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

E.2 GSFC 52.246-93 Acceptance--Location(s) (APR 2008)

The Contracting Officer or authorized representative will accomplish acceptance at the following location(s):

Authorized Item
Repair of Storm Drain

Location
GSFC, WFF, Wallops Island, VA

Representative
COTR

The Contracting Officer reserves the right to designate other Government agents as authorized representatives. The Contractor will be notified by a written notice or by a copy of the delegation letter if other agents are authorized.

If this is a fixed price type contract, acceptance shall be deemed to have occurred constructively--for the sole purpose of computing an interest penalty that might be due the Contractor under the Prompt Payment Act--on the 10th calendar day after the Contractor has delivered the supplies or services in accordance with the terms and conditions of the contract. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the date of the actual acceptance.

(End of clause)

E.3 GSFC 52.246-102 Inspection System Records (OCT 1988)

The Contractor shall maintain records evidencing inspections in accordance with the Inspection clause of this contract for 3 years after delivery of all items and/or completion of all services called for by the contract.

(End of Clause)

DELIVERIES OR PERFORMANCE**F.1 52.211-10 Commencement, Prosecution, and Completion Of Work. (APR 1984)-
-Alternate I (APR 1984)**

The Contractor shall be required to (a) commence work under this contract within 15 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work, including option items, ready for use not later than 270 days after receipt of Notice to Proceed. The time stated for completion shall include final cleanup of the premises.

(End of clause)

CONTRACT ADMINISTRATION DATA**G.1 SECTION G CLAUSES INCORPORATED BY REFERENCE****1852.223-70 Safety and Health. (APR 2002)****1852.223-75 Major Breach of Safety or Security. (FEB 2002)****G.2 GSFC 52.232-95 Invoices - Submission of (AUG 2000)**

Invoices shall be prepared in accordance with the Prompt Payment clause of this contract and submitted to Facilities Management Division, Attn: Jerry Wall, Code 228, NASA/Goddard Space Flight Center, Wallops Flight Facility, Wallops Island, VA 23337. For purposes of the Prompt Payment Act, the above office is considered to be the "Designated Billing Office" and the "Designated Payment Office".

(End of Clause)

G.3 1852.225-70 Export Licenses. (FEB 2000)

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at NASA, Goddard Space Flight Center, Wallops Flight Facility, Wallops Island, VA, where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of clause)

SPECIAL CONTRACT REQUIREMENTS

H.1 1852.242-72 Observance of Legal Holidays. (AUG 1992)

(a) The on-site Government personnel observe the following holidays:

New Year's Day

Labor Day

Martin Luther King, Jr.'s Birthday

Columbus Day

President's Day

Veterans Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

(End of clause)

H.2 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR

The completed provision 52.204-8, Annual Representations and Certifications, including any amended representation(s) made at paragraph (b) of the provision; and other representations, certifications and other statements contained in Section K completed and submitted as part of the offer dated [*Insert date of offer*] are hereby incorporated by reference in this resulting contract.

(End of Clause)

H.3 OPTION FOR INCREASED QUANTITY

In accordance with the Option for Increased Quantity--Separately Priced Line Item clause of this contract, the Government may increase the quantity of items as follows:

The Base Bid shall be the total price for all work under this contract, except that which is

defined as Bid Options below:

Bid Option 1 – Consists of selectively removing storm drain and structures, and providing new pipe and structures in the Project Support Facility (E-100) parking lot and west of the Engineering Building. Work includes demolition, earthwork, storm drain and structure construction, paving and associated work.

Bid Option 2 – Consists of selectively removing storm drain and structures, and providing new pipe and structures in the F-Area and to Building F-19 and F-7. Work includes demolition, earthwork, storm drain pipe and structure construction, paving and associated work.

Bid Option 3 – Consists of extending and connecting rain leaders to an existing 42-inch diameter pipe, resealing joints on a 42-inch diameter pipe, filling approximately 150 linear feet of 36-inch diameter pipe with flowable fill and patching holes. Work includes demolition, earthwork, storm drain pipe construction, paving and associated work.

Bid Option 4 – Consists of milling top 1-1/2 inch of bituminous paving, applying tack coat, repaving and restriping as indicated on Sheet CG-121.

These options may be exercised by the Contracting Officer by written notice to the Contractor within the time period specified in FAR clause 52.217-7, "Option for Increased Quantity--Separately Priced Line Item" of this contract.

(End of clause)

H.4 GSFC 52.204-99 Contractor Personnel Identification, Onsite Reporting, and Checkout Procedures (APR 2008)

(a) In accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall follow Steps 1 through 6 described in Attachment 8, Personal Identity Verification (PIV) Card Issuance Procedures, for each contract employee (prime and subcontractor) who will have physical access to a NASA-controlled facility (also referred to as "onsite"). The Contractor must apply for permanent NASA/GSFC PIV cards for those contract employees who will be employed by the Contractor onsite for at least six months. The GSFC Security Division will consider permanent PIV cards for other employees of the Contractor on a case-by-case basis, such as employees that are not resident onsite, but must frequently visit. In the future, upon written notice from the Contracting Officer, the Contractor shall proceed with Step 7 of Attachment 8 for PIV credentials for all onsite contract personnel with PIV cards. In addition, upon future written notice from the Contracting Officer, the Contractor shall follow Steps 1 through 7 in Attachment 8 for each offsite contract employee (prime and subcontractor) who requires remote access to a NASA information system for contract performance.

(b) The Contractor shall notify the GSFC Security Division, Code 240, Attention: PIV Manager, and the Contracting Officer's Technical Representative (COTR) of the contractor's designated PIV Requester within 15 calendar days after award of this contract. The NASA maintained PIV system contains work and home location and contact information for personnel that have permanent NASA PIV cards. The Contractor may contact the PIV Manager, Tel 301-286-2306 for assistance regarding the PIV system.

(c) Each contract employee shall provide to the Contractor's designated PIV Requester the basic identifying information required for a PIV Request to be initiated in the PIV System. The PIV Request must be approved by the PIV Sponsor (COTR or the Contracting Officer). The COTR will resolve any housing or access issues, and review the request for accuracy and completeness. Requests that are approved by the PIV Sponsor will be forwarded to the GSFC Security Division, Code 240, PIV Authorization, Badge enrollment, and Badge issuance.

(d) The Contractor shall submit an annotated PIV Report each month. The GSFC PIV Manager will furnish a PIV print-out to the Contractor no later than the end of each month. The Contractor shall annotate this provided report monthly to correct and update the information as follows:

- (1) Draw a line through the names of employees who are no longer employed by the contractor or that no longer work onsite under the contract, and;
- (2) Make handwritten changes to any other incorrect data.

The annotated PIV Report shall be separately submitted to the GSFC Security Division, Code 240, Attention: PIV Manager, and to the COTR by the 10th calendar day of the month.

(e) The Contractor shall ensure that all personnel who have NASA/GSFC issued PIV cards, keys or other property who leave its employment or that no longer work onsite, process out through the GSFC Security Division, Code 240. Employees must return all GSFC issued identification and any Government property no later than the last day of their employment. The Contractor shall establish appropriate procedures and controls to ensure this is accomplished. Failure to comply may result in the exercise of Government rights to limit and control access to Government premises, including denial of access and invalidation of NASA issued PIV cards and identification.

(End of clause)

H.5 GSFC 52.211-95 Government Premises Physical Access and Compliance With Procedures (JUL 2007)

(a)(1) The Contractor must apply for permanent NASA/GSFC Personal Identity Verification (PIV) cards (badges) for those employees that will be employed by the

Contractor and subcontractors and that will be resident for at least six months at GSFC or at locations controlled by GSFC, such as GSFC leased space. Other personnel may be issued a temporary badge. All personnel must conspicuously display the GSFC PIV card at, or above, the waistline. Refer to GSFC clause 52.204-99, Contractor Personnel Identification, Onsite Reporting, and Checkout Procedures, for permanent PIV card issuance procedures.

(2) Visits by foreign nationals are restricted and must be necessary for the performance of the contract and concurred with by the Contracting Officer or by the Contracting Officer's Technical Representative. Approval of such visits must be approved in advance in accordance with GPR 1600.1.

(3) Access to the GSFC may be changed or adjusted in response to threat conditions or special situations.

(b) While on Government premises, the Contractor shall comply with requirements governing the conduct of personnel and the operation of the facility. These requirements are set forth in NASA-wide or installation directives, procedures, handbooks and announcements. The following cover many of the requirements:

- (1) Coordinated Harassment/Discrimination Inquiry Guidelines
<http://internal.gsfc.nasa.gov/directives/security.html>
- (2) GSFC Workplace Violence Announcement
http://gdms.gsfc.nasa.gov/gdmsnew/srv/GDMSNEWDatabaseObject?document_id=7727
- (3) GMI 1152.9, Facilities Coordination Committee
- (4) GPR 1600.1, GSFC Security Manual
- (5) GPR 1700.1, Occupational Safety Program
- (6) GPR 1700.2, Chemical Hygiene Plan
- (7) GPR 1800.1, GSFC Smoking Guidelines
- (8) GPR 1800.2, Occupational Health Program
- (9) GPR 1860.1, Ionizing Radiation Protection
- (10) GPR 1860.2, Laser Radiation Protection
- (11) GPR 1860.3, Radio Frequency Radiation Safety
- (12) GPR 1860.4, Ultraviolet and High Intensity Light Radiation Protection
- (13) GPR 2570.1, Radio Frequency Equipment Licensing
- (14) GPD 8500.1, Environmental Program Management
- (15) GPR 8710.2, Emergency Preparedness Program for Greenbelt
- (16) GPD 8715.1, GSFC Safety Policy
- (17) GPR 8715.1, Processing of NASA Safety Reporting System (NSRS) Incident Reports

Copies of the current issuances may be obtained at <<http://gdms.gsfc.nasa.gov>> or from the Contracting Officer. The above list may be modified by the Contracting Officer to include additional issuances pertaining to the conduct of personnel and the operation of the facility.

- (c) The Contractor may not use official Government mail (indicia or “eagle” mail)
(End of clause)

H.6 52.204-9 -- Personal Identity Verification of Contractor Personnel. (Sep 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

(End of Clause)

H.7 QUALITY CONTROL TESTING SUPPLIED BY THE CONTRACTOR

a. The Contractor shall direct its testing service subcontractor to provide to the Contracting Officer's Technical Representative (COTR) one copy of each test result for all tests taken at the construction site prior to close of business of the day the tests are run. The Contractor shall direct their testing service representative to orally inform the COTR or Project Inspector within two hours of the test if a test result indicated failure in meeting the specified requirement. The contractor is responsible for the provision of such information to the Government even when the subcontractor fails to comply with contractor direction.

b. The Contractor shall ensure that its testing service subcontractor provides directly to the COTR or Project Inspector all results of lab run tests and mix designs within five working days of running the test(s). This requirement is in addition to the Contractor's requirement to submit all test reports or mix designs. Also, should any lab run test or design mix fail to meet the contract specifications, the Contractor shall require their testing service to notify the COTR of that failure within 24 hours of the test or mix design.

c. If the Contracting Officer or COTR suspects that field test results, lab test results, or mix design results are inaccurate, the Contracting Officer may, without limiting or waiving any other rights available to the Government under this contract, in accordance with Clause 52.242-14 Suspension of Work (APR 1984), suspend work in those areas affected by the questionable test results or mix design.

(End of text)

H.8 CONTRACTUAL DOCUMENTS

The Contractor shall submit the following documents to the Government within fifteen days after date of Notice of Award:

- a. Original and one copy of Performance Bond or Irrevocable Letter of Credit in accordance with Clause I.18 Irrevocable Letter of Credit (for all contracts in excess of \$25,000.00).
- b. Original and one copy of Payment Bond or Irrevocable Letter of Credit in accordance with Clause I.18 Irrevocable Letter of Credit (for all contracts in excess of \$25,000.00).
- c. Insurance certificates (for prime and all subcontractors).
- d. Subcontractors' Statements and Acknowledgments (may be submitted on Standard Form 1413).

No work shall begin on this contract until the above documents are received and notice given in writing by the Contracting Officer to proceed.

Failure by the Contractor to submit all of the required submittals may be cause for termination of the contract in accordance with FAR Clause 52.249-10, Default-(Fixed Price Construction) (APR 1984).

(End of Text)

H.9 PRICE BREAKDOWN

Promptly upon award of contract, but prior to issuance of the notice to proceed, the Contractor shall submit to the Contracting Officer a price breakdown to include a projected construction schedule, a schedule of price values and a list of critical work sequences necessary for proper and timely execution of the work in accordance with Clause 52.232-5--Payment under Fixed Price Construction (SEP 2002). Where several buildings and/or structures are involved, each shall be shown separately. This breakdown shall be in such detail as to make possible a quick check of estimates for partial payments, and shall separate material prices from labor prices for each portion of the work.

(End of Text)

H.10 SPECIAL INSTRUCTIONS AND INFORMATION FOR CONSTRUCTION CONTRACTORS

1. ORDER OF PRECEDENCE--CONSTRUCTION

Any inconsistency in this contract shall be resolved by referring to FAR 52.214-29 Order of Precedence—Sealed Bidding (Jan 1986), included by reference.

2. SPECIAL REQUIREMENTS

Barricades and signs shall be posted at project areas while work is in progress, to ensure safety of personnel entering, driving near or working at the work sites. Due to launch activities the contractor must be prepared to shut down construction activities up to 3 days per month and/or 8 hours per week during the course of this contract. A 24 hour notice will be given prior to a shutdown. Island launch and access procedures shall be adhered to. Bridge restrictions per Attachment 9 shall apply to oversized loads crossing the bridge

3. WORK PERFORMANCE

The work shall be conducted under the general cognizance of the Contracting Officer, working through the COTR who will assign Inspectors to monitor compliance with the terms of the contract. Inspectors will be assigned on the basis of approved work schedules. No Inspector or any other Government employee is authorized to waive or change any provisions of this contract or the specification without written authorization from the Contracting Officer; nor shall the presence or absence of an Inspector relieve the Contractor from any requirement of the contract.

4. CONTRACTOR'S DAILY REPORTS

A representative of the Contractor shall provide a completed Form WI 452 (Attachment 4) for daily pick up by the Government Inspector. Reference Para. B.1(g)

5. WORKING HOURS

The Contractor's working hours shall conform to the regular working hours of the NASA Inspection Section, which are 8:00 a.m. to 4:30 p.m., except where authorized by the Contracting Officer in accordance with FAR Clause 52.236-15--Schedules for Construction Contracts (Apr 1984), to exceed the Schedule limitations. Should the Contractor desire to work outside of these hours, a written request shall be made in advance, and approval obtained from the Contracting Officer. The Contracting Officer's Technical Representative may authorize emergency deviations to the Contractor's work schedule. No work shall be performed without such approval. In addition, no work will

be performed on Government observed holidays, furloughs, or base closures unless authorized by the Contracting Officer. See Clause NFS 1852.242 72 Observance of Legal Holidays (Aug 1992) for a listing of Government observed holidays.

Should the Contractor suspend work at any time before the contract is completed, the Contractor shall notify the COTR and shall not again resume work without notifying the COTR in advance.

Normal NASA and Navy operations may limit work during regular working hours. Goddard Space Flight Center/Wallops Flight Facility (GSFC/WFF) operates an active rocket launch range on Wallops Island and the Main Base Tracking and Data Operations throughout the facility. Upon notification by the COTR, the Contractor shall be responsible for keeping its employees out of launch, radio frequency (RF), and aircraft operating hazard zones during operational activities. The Contractor shall also be required to halt construction activities that have the potential of interrupting range instrumentation systems during critical operations, both on the Main Base and Wallops Island. This may include shutting down or restricting all excavation activities to avoid interruption of critical tracking operations. Notification will normally be provided by the COTR 24 hours in advance and can be expected to be issued for up to two (2) hours, three (3) times a week; and for longer durations up to a full day, three (3) times a month. The Contractor shall be aware of the possibility of down time associated with the above and shall be responsible for any additional time and costs associated with these closures and/or restricted work activities.

6. IDENTIFICATION BADGES

Contractors and subcontractors shall report to the Contracting Officer's Technical Representative both upon their arrival at the site to begin work and upon completion of the work. At all times, while on Government property, Contractors, subcontractors, their employees and agents shall wear badges which will be issued by Wallops Flight Facility Security Force. Badges for subcontractors and their employees will be issued only upon written authorization by the prime Contractor. The Contractor shall draw the required number of badges, sign a receipt for same, and will be held accountable for these badges during the life of the contract.

The prime contractor shall submit the names of one primary and one secondary individual for approval by the Contracting Officer, to serve as sponsor/escort for all material deliveries for this job site, visitors to the job site by non-badged personnel, and other workers not badged through the identification badge process by NASA/WFF Security Force. These appointed personnel will receive a Temporary Picture Badge that will allow sponsor/escort of non-badged personnel to the job site during normal duty hours. The primary or secondary individual shall be available on the job site at all times work is being performed. Sponsors/escorts must adhere to the WFF Sponsor

Responsibilities and Vouching Policy dated November 25, 2002 (Attachment 5) at all times. Upon the completion of the contract and prior to departure from Wallops Flight Facility, the Contractor shall surrender all badges to the office from which obtained. Failure on the part of the prime Contractor to properly surrender all badges of people involved in work under this contract may be cause for the Contracting Officer to withhold final payment of the contract.

Any badges lost by the Contractor, subcontractor, their employees and agents during the life of the contract shall be reported immediately to the office from which they were obtained.

7. HANDLING OF MATERIALS AND EQUIPMENT

All shipments shall be addressed to the Contractor who shall be responsible for their receipt, unloading, handling, and storage at the site.

The Government will not accept deliveries on behalf of the Contractor or subcontractors, nor will it assume any responsibility for security of materials, supplies, or equipment delivered to the site.

The Contractor shall schedule deliveries of materials to Wallops Flight Facility between the hours of 8:30 a.m. and 4:00 p.m., unless otherwise approved by the Contracting Officer. A temporary picture badged employee shall be available whenever deliveries are scheduled in order to provide escort duty for all material deliveries.

Mechanical equipment, structural and reinforcing steel, piping, lumber, millwork, cement, and other equipment and materials (with the exception of sand, gravel, etc.) shall be stored above ground on racks or platforms, free from contact with the soil, and adequately covered and/or heated to protect them against as applicable freezing, rust, dirt, water/moisture, chemicals, or any injury of any kind which could, in the opinion of the Contracting Officer, impair their value for use in the work.

8. USE OF SPACE

The extent and limits of the work shall be as described in this contract. The site will be made available "as is," and unless otherwise specified, the Contractor shall be responsible for clearing the site of all obstructions, both natural and artificial, which would interfere with the performance of the work under this contract. All permanent and temporary building operations, as well as all work under this contract, shall be strictly confined to the limits shown or described on the contract drawings, or as designated by the Contracting Officer.

The Contractor may be permitted to use, free of charge, unoccupied space for material

storage and/or office space related to this contract only, that is owned and controlled by the Government and which the Contracting Officer is able to place at his disposal. The

Contractor shall promptly vacate any such space if ordered by the Contracting Officer to do so.

9. TRAFFIC FACILITIES

The Contractor shall use only the established roadways and such temporary roadways on the premises as may be authorized by the Contracting Officer. When it is necessary to cross curbing or sidewalks, the Contractor shall construct secure bridges across them; and at the completion of all work such bridges shall be removed by the Contractor.

Work involving construction in driveway or roadway areas (excavation, backfilling, paving, etc.) shall be accomplished as expeditiously as possible. Traffic shall be maintained at all times with adequate warning signs installed immediately adjacent to detours, temporary bridges, etc. Signs, barricades, ropes, etc. shall be furnished by and placed by the Contractor and removed by the Contractor upon completion of work.

Should the Contractor's operations result in deposition of dirt or other debris on roads or walks, such facilities shall be cleaned the same day of occurrence and in such manner as will prevent the formation of undesirable quantities of mud or dust, or the creation of any other nuisance.

The Contractor shall make its own arrangements for use of private or public road, rail, or marine facilities.

10. UTILITIES

All work relating to existing utilities shall be in accordance with FAR 52.236-14—Availability and Use of Utility Services (APR 1984), and as provided below:

Water, in such quantities as may be actually required for the work, will be furnished from Government facilities, as available, without charge. All lines shall be installed and maintained in a sanitary and watertight manner, and shall be removed and capped at the completion of the contract, without additional cost to the Government. All temporary connections, to include water hoses shall incorporate the use of a backflow device to safeguard against contamination of potable water supply.

The Government will furnish electric power for general construction purposes, with a maximum demand of 25 kilowatts, without cost to the Contractor. This electrical energy will be made available to the Contractor from the NASA distribution system at the nearest location where such capacity is available; and, at the option of the Contracting

Officer, will be supplied at 3 phase, 4 wire, 120/208 volts or 3 wire 440 volts. The Contractor shall provide a disconnect switch, suitably protected from the weather and

properly fused. The Government will connect to the existing government power source provided. This electrical energy is provided for lighting, motor driven construction equipment, heaters, and general construction purposes.

Requests for electrical outages shall be submitted, in writing, to the Contracting Officer at least 2 weeks in advance of the period for which the outage is sought, which, as far as practicable, should be limited to the period between 12:00 midnight on Fridays and 10:00 p.m. on the following Sunday.

Outages will be permitted by the Contracting Officer or COTR only at times when they will result in minimum interference with research activities, and when adequate labor, equipment and materials are available for restoration of service. The Contractor shall not receive additional payment for such operations required to be performed outside the regular work hours.

The Contractor shall provide and maintain all necessary sanitary conveniences for use by his employees, and their use shall be strictly enforced. Prior to the completion of all work, all such sanitary conveniences shall be removed and the premises left clean and returned to original condition.

The Government will not provide the Contractor with telephone service under this contract. Arrangements for the cost of installation and maintenance of telephone service required for performance of the contract shall be borne entirely by the Contractor. Removal of such utilities at contract completion shall be at the Contractor's expense subject to the approval of the Contracting Officer.

11. PROTECTION AND REPAIR

(a) Contractor's operations involving flame or flammable materials shall be so conducted as to minimize the possibility of fire. Water barrels, hoses and/or extinguishers shall be furnished by the Contractor and properly placed for instant use. If, in the opinion of the Contracting Officer's Technical Representative, such precautions are necessary, the Contractor shall comply with all reasonable precaution recommendations.

(b) Existing Government services shall be maintained, so far as practicable, without interruption; or, if interrupted by the Contractor's operations, shall be promptly restored without additional cost to the Government.

(c) In removing materials or equipment, care shall be taken not to disturb or damage adjacent equipment, surfaces, or materials, which are to remain. Any such damage shall be repaired or replaced as directed by the Contracting Officer's Technical Representative

at no additional cost to the Government. Structural members shall not be cut unless specifically indicated.

(d) Except as otherwise indicated or specified, all repairs/alterations to the existing work shall be done in accordance with the requirements of these specifications for new work.

(e) Where the contract work is to be connected to existing buildings or other construction, the Contractor shall do such repairs, touch up painting, etc., as may be necessary to leave the completed work in a neat and orderly condition.

(f) The Contractor shall take all necessary precautions to prevent damages to all existing work, utility lines, structures, roadways, sidewalks, parked automobiles, etc. In the event of such damage, the Contractor shall promptly report such incident to the Contracting Officer or his/her representative, and shall, without charge, replace or repair the damaged work or article fully equal to its original condition.

(g) The Contractor shall preserve and protect all existing vegetation, such as trees, shrubs, and grass on or adjacent to the work site. The Contractor shall be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials, or tracking of grass areas by equipment. Any damages to vegetation caused by the Contractor's operations shall be repaired or restored promptly by and at the expense of the Contractor.

12. SUBCONTRACTORS

(a) The Contractor shall be responsible for familiarizing each of its subcontractors with all aspects of the contract affecting each subcontractor respectively, and shall be responsible for coordinating the work of its subcontractors to prevent any interference or omission whatsoever.

(b) Nothing contained in the contract shall be construed as creating any contractual relationship between any subcontractor and the Government. All business shall be conducted through the prime Contractor.

(c) The divisions or sections of the specifications shall not be interpreted as limiting or defining the work for purposes of dividing the work among subcontractors, or to limit the work performed by any trade.

13. DRAWINGS BY CONTRACTOR

(a) The Contractor shall prepare all working drawings, shop drawings, and detailed drawings necessary to enable the Contractor to fabricate and erect all parts of the work,

and to enable the Contracting Officer to check their conformity with the contract drawings and specifications, and to satisfy the Contracting Officer that all parts can be fabricated or erected as required. Shop drawings shall consist of fabrication drawings, working drawings, wiring diagrams, and manufacturer's scale drawings.

(b) On all work requiring preparation of construction drawings by the Contractor and submittal of such to the Contracting Officer for approval, such approval shall be obtained before construction covered is started. Six copies of the drawings shall be submitted in such sequence that the Contracting Officer will have all information necessary for comparison against the specified requirements of the contract. All drawings shall be clearly marked with the Government contract number.

(c) The Contractor shall not proceed with any construction that may be affected in any manner by location of equipment to be installed under the contract, until submittal and approval of equipment layouts showing all components with dimensions and necessary clearances, have been submitted and approved.

(d) Drawings shall be such as will permit production of clear, permanent reproductions, shall be identified by serial numbers and descriptive titles indicating their application to the contract, and shall be signed by a responsible representative of the Contractor. So far as practicable, drawings shall be on standard 24 x 36 inch sheets, and shall have title blocks corresponding to NASA standards.

(e) If, at any time before the completion of the work, changes are made necessitating the revision of previously approved drawings, the Contractor shall make such revisions and shall proceed in the same routine as for original approval.

(f) Unless otherwise specified, all connections necessary to properly complete the work under this contract, to constitute a complete and useable end item, shall be provided and completed by the Contractor in a manner satisfactory to the Contracting Officer. This shall apply with equal force to any construction details not shown or specified, but necessary to make indicated alterations or additions to an existing structure, or to provide any connections for future additions indicated on the contract drawings or specified herein. All parts designed by the Contractor shall be sufficiently strong to withstand, without excessive deflection, all loads and/or pressures to which they are likely to be subjected, and to be of equal or greater strength as the weakest members connected. In no case shall the construction be inferior in any manner to that shown on the contract drawings. All designs and details provided by the Contractor shall be in accordance with acceptable industry standard practice.

(g) Where reports of factory tests are required by the specifications, the Contractor shall furnish six (6) copies of such reports, certified by a responsible Officer of the Contractor. The reports shall be subject to the approval of the Contracting Officer before delivery of the materials or equipment. If the Contracting Officer rejects these reports, the contractor must take corrective action and resubmit said reports in a reasonable time. In no event

does the Government's failure to approve any individual report relieve the Contractor of its obligation to meet all the requirements of these specifications, drawings, and contract documents.

(h) The contractor is responsible for providing a finished end product that fully satisfies the requirements of the Government as expressed herein. Approval by the Contracting Officer or the Contracting Officer's Technical Representative (COTR) of the Contractor's drawings shall not relieve the Contractor of any part of the Contractor's responsibility to meet all of the requirements of this contract, or of the responsibility for the correctness of the Contractor's drawings. The approval of drawings by the Contracting Officer or the COTR shall not be construed as a complete certification and review of the contractor's work, but will indicate only that the general method of design work and detailing is acceptable.

(i) Upon completion, and prior to final acceptance by the Government of all work under the contract, the Contractor shall furnish six (6) copies of all drawings that shall be corrected to include all field changes, alterations, and "as built" conditions for all construction, including utilities, built under this contract.

(1) The Contractor shall keep the work prints current by recording locations of the construction, including utilities, immediately upon installation and before backfilling over underground work. All plotting shall be accurate. All control dimensions shall be indicated. Where dimensions of new construction have been indicated on the work prints, these shall be crossed out and the "as built" dimensions recorded even if the same as those given.

(2) Locations shall be three dimensional. Elevations shall be in Meters and Millimeters, referenced to USC&GS datum. Lateral dimensions shall be in meters and millimeters. Dimensions to subsurface utilities which extend under foundations, buildings, or other construction; shall be given to the point of exposure at the surface or to the point of "rise" in concealed construction. ("Surface" shall be considered as the lowest level of basement, first floor, or "crawl" space under the construction.) (The foregoing applies to entering or exiting items only. No records will be required for utilities entirely enclosed in construction, or entirely above surface.) Dimensions shall be given from survey lines, major fixed surface points, or points of permanent nature, such as road center lines, curb lines, sidewalk edges, building wall, center of manhole covers, fire plugs, etc. Building, foundation, and manhole locations shall be those used by the engineer in the layout for control of construction, and normally shall be to center lines or edges. Manholes or pit dimensions shall include the invert or bottom elevation in addition to the top or cover elevation. Invert elevation shall be given to flow line, if present; otherwise it shall be to the bottom of the manhole or pit with separate information for sump, if present. Dimensions shall be recorded for all changes in direction, slope, or type of run, as well as valves, tees, elbows, fire plugs, cleanest,

manholes, and similar features. For circular utilities, horizontal dimensions shall be to center lines; diameter shall be recorded, and invert or top elevations shall be designated. For rectangular utilities, horizontal dimensions shall be to center lines, and widths shall be given. Elevations shall be recorded for both the top and bottom.

Construction layout control dimensions shall be taken and locations shall be recorded and checked for completeness of record before backfilling. Accuracy of dimensions shall be as follows:

Location:

Buildings, roads, foundations, manholes, and similar items; duct banks, trenches, water lines, sanitary and storm sewers, etc., accuracy to plus or minus 3 inches.

Elevation:

Buildings, roads, foundations, sanitary and storm sewers, manhole covers, catch basins, and similar items to plus or minus 0.05 foot. Duct banks, trenches, water lines, etc., to plus or minus 0.1 foot.

(3) The Contracting Officer may request progress prints at intervals of 6 months. These progress prints shall consist of prints from the work prints supplied by the Contractor, as corrected to date of submittal.

14. FEDERAL SPECIFICATIONS

(a) Wherever in the various sections of these specifications, material or equipment to be furnished or work to be done is required to conform to Federal Specifications, American Society for Testing and Materials (ASTM), American Institute of Steel Construction (AISC), Society of Automotive Engineers, Inc. (SAE), or any other generally recognized authority, the latest revised edition of such specifications in effect on the date of the opening of bids shall apply.

(b) Copies of the following specifications may be obtained by application to the agencies listed below:

Federal Specifications

Superintendent of Documents, Government Printing Office, Washington, DC

Navy Department or joint Army Navy Specifications

Bureau of Supplies and Accounts, Navy Department, Washington, DC

Military Specifications

Commander, Air Development Center, Wright Patterson Air
Force Base, Dayton, OH

15. MATERIALS AND EQUIPMENT

- (a) Manufactured materials shall be delivered on the site in original, unopened package or container and marked with the manufacturer's name and brand. They shall be labeled to indicate grade, weight or volume, size, type, and other pertinent information as applicable. Packaged materials shall be stored in their original, unbroken package or container in a weathertight and dry place until ready for use in the work.
- (b) Equipment shall be of the size and type customarily used in work of this kind and the use of said equipment shall be subject to Contracting Officer approval. In no event shall the Government's approval of the use of any particular piece of equipment be construed as relieving the Contractor from its obligations under this contract or waiving the Government's right to timely and complete performance of the contract.
- (c) Where equipment specified by manufacturer's designation requires modification to fully meet contract requirements, such modification shall be made by the Contractor without additional cost to the Government.
- (d) Where two or more types of equipment or materials are specified without indication of preference, it shall be optional with the Contractor which one is used, but the same type shall be used throughout.
- (e) All required equipment and material data, including location and function, shall be furnished to the Contracting Officer for approval. Six copies of each shall be provided. Submittals shall be on standard letter size, or larger, sheets. Machinery, equipment, materials, and articles furnished without such approval shall be at the risk of subsequent rejection, and will not be considered in computing partial payments.
- (f) Prior to delivery of each major item of equipment, the Contractor shall unless otherwise directed, submit six (6) copies of an instruction manual for each, containing the following information as a minimum.
 - (1) Descriptions, including ratings, construction details, bearing and lubrication details, dimensions, weights, location of any internal pressure or temperature devices.
 - (2) Erection and disassembly instruction.
 - (3) Operating instructions, including temperature limitations, lubrication recommendations, and operating procedures.

- (4) Instructions for maintenance, inspection, cleaning, and adjustment.
- (5) List of repair parts, including description and catalog numbers of each piece.
- (6) Test reports and characteristic data.
- (g) When a product used by the Contractor is believed by the Contracting Officer not to meet the specifications called for, the product shall be tested by an independent testing laboratory at no additional cost to the Government. Testing conducted by the company who manufactures the products, in this instance, will not be acceptable.

16. DISPOSITION OF MATERIALS

Existing equipment or materials to be reused under this contract shall be as set forth on the drawings. Items suitable for reuse but not specified to be reused shall be carefully removed to preclude damage and delivered to the Government as directed by the Contracting Officer's Technical Representative (COTR), at the time of removal.

Any materials furnished to the Contractor by the Government for use in the construction of this project shall remain the property of the Government. Any materials that are furnished by the Government which are in excess of what is required for the project shall remain the property of the Government and shall, at the completion of all work, be delivered to a site and placed as designated by the COTR.

Salvage material shall be delivered to the Government salvage yard designated by the COTR and placed, with the proper documentation.

Excess excavated material not specified to be reused shall be disposed of at a site designated by the COTR.

The Contractor shall dispose of fluid waste, such as oil, mineral spirits, etc., in an appropriate manner in compliance with federal and state laws and all other applicable regulations, and shall not dispose of said waste in the storm or sewage disposal systems.

The Contractor shall maintain adequate property control records for all materials or equipment specified to be salvaged. These records may be in accordance with the Contractor's system of property control, if approved by the Contracting Officer. The Contractor shall be responsible for the adequate storage and protection of all salvaged materials and equipment.

17. EXCAVATION REQUIREMENTS

In order to ensure the integrity of the NASA cable plant, electrical power distribution system, water and wastewater distribution systems, high pressure air lines, storm drainage systems, and steam distribution systems, an excavation permit is required prior to any digging activity at Wallops Flight Facility. Application for an excavation permit shall be submitted to the COTR at least fifteen working days prior to a specific excavation activity. No reasonable request for a permit will be denied. Excavation shall not commence prior to the issuance of an excavation permit.

For purposes of this clause, excavation is to include any digging activity whether this be a single posthole, surface grading, cable and pipe trenching, or a foundation system.

Excavation will be implemented according to the procedures issued at the time of permit approval, and the Contractor will be required to hand dig to determine the exact location of identified utilities.

In no event will the Government's failure to issue a permit relieve the Contractor from its obligation under the contract or waive the Government's right to timely and satisfactory performance of this contract.

18. HOT WORK PERMITS

The contractor shall contact the Government Inspector to obtain a written permit from the Fire Department prior to commencing any burning, welding, soldering, open flame cutting, leading, operation of tar kettles, salamanders, and any other non permanently installed heat or fire producing devices. No reasonable request for a permit will be denied. The contractor shall assure that adequate precautionary measures have been taken to protect all personnel and property. Permits will be good from 8:00 a.m. to 3:30 p.m. daily. The permit shall be posted in a conspicuous location at the job site. Permits required after normal working hours, weekends, and holidays shall be requested as soon as the need is known. Failure to maintain the specified fire and safety requirements will result in immediate suspension of such operations.

All contractor employees working with flame or heat producing equipment such as a propane torch or cutting/welding equipment shall be properly trained and experienced in this type of work.

The contractor shall provide an appropriate size and type of chemical fire extinguisher at each welding, cutting or burning operation and also at each roofing tar pot or kettle.

In addition, the contractor shall furnish all barricades, signs, ropes, shields and other

guards as appropriate to ensure the safety of Wallops Flight Facility personnel/the general

public who may be in the vicinity of the work area.

In no event will the Government's failure to issue a permit relieve the Contractor from its obligation under the contract or waive the Government's right to timely and satisfactory performance of this contract.

19. VEHICLE AND PEDESTRIAN RULES

The Contractor and all employees, including sub-contractors, shall be subject to the Vehicle and Pedestrian Rules, Attachment 6, while operating motor vehicles or walking on Wallops Flight Facility.

(End of Text)

H.11 1852.243-72--Equitable Adjustments. (APR 1998)

(a) The provisions of all other clauses contained in this contract which provide for an equitable adjustment, including those clauses incorporated by reference with the exception of the "Suspension of Work" clause (FAR 52.242-14), are supplemented as follows:

Upon written request, the Contractor shall submit a proposal for review by the Government. The proposal shall be submitted to the contracting officer within the time limit indicated in the request or any extension thereto subsequently granted. The proposal shall provide an itemized breakdown of all increases and decreases in the contract for the Contractor and each subcontractor in at least the following detail: material quantities and costs; direct labor hours and rates for each trade; the associated FICA, FUTA, SUTA, and Workmen's Compensation Insurance; and equipment hours and rates.

(b) The overhead percentage cited below shall be considered to include all indirect costs including, but not limited to, field and office supervisors and assistants, incidental job burdens, small tools, and general overhead allocations. "Commission" is defined as profit on work performed by others. The percentages for overhead, profit, and commission are negotiable according to the nature, extent, and complexity of the work involved, but in no case shall they exceed the following ceilings:

	Overhead (Percent)	Profit (Percent)	Commission
To Contractor on work performed by other than its own forces			10 percent
To first tier subcontractor on work performed by its subcontractors			10 percent
To Contractor and/or subcontractors on work performed with their own forces	10 percent	10 percent	

(End of Clause)

H.12 GSFC 52.223-91 Safety And Health--Additional Requirements (NOV 2005)

(a) Other safety and health requirements. In addition to compliance with all Federal, state, and local laws as required by paragraph (d) of NFS clause 18-52.223-70, the Contractor shall comply with the following:

None.

(b) Reporting. The immediate notification and prompt reporting required by paragraph (d) of NFS clause 1852.223-70 shall be to the Goddard Space Flight Center Safety and Environmental Division, Code 250, Tel 301-286-6296 and to the Contracting Officer. This should be a verbal notification and confirmed by FAX or E-Mail. This notification is also required for any unsafe or environmentally hazardous condition associated with Government-owned property that is provided or made available for the performance of the contract.

(End of clause)